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5 Attorneys for Plaintiffs  
 MARGARET KEIPER and DAIL KEIPER,  
 6 JR., Individually and as the Successors-in-  
 Interest to DAIL KEIPER, SR., Deceased  
 7

**FILED**  
 SUPERIOR COURT  
 COUNTY OF SAN BERNARDINO  
 SAN BERNARDINO DISTRICT  
 MAR 04 2015  
 BY V. Vaneska  
 VANESKA DIEDERICH, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 9 COUNTY OF SAN BERNARDINO – SAN BERNARDINO JUSTICE CENTER

10 MARGARET KEIPER and DAIL  
 11 KEIPER, JR., Individually and as the  
 12 Successors-in-Interest to DAIL KEIPER,  
 SR., Deceased,

13 Plaintiffs,

14 v.

15 VICTOR VALLEY TRANSIT  
 16 AUTHORITY, a Governmental entity;  
 17 DINORAH AGUILAR; TRANSDEV  
 18 SERVICES, INC., A Maryland  
 Corporation; VEOLIA  
 19 TRANSPORTATION SERVICES, INC., A  
 Corporation; STEVEN KILTY; FBN  
 20 TRANSPORTATION, LLC, a Wisconsin  
 Limited Liability Company; MARDAN  
 21 TRANSPORTATION LLC, a Wisconsin  
 Limited Liability Company; AMSTON  
 SUPPLY, INC., a Wisconsin Corporation;  
 and DOES 1 through 100, inclusive,

22 Defendants.  
 23

Case No.:

CIVDS1502899

COMPLAINT FOR DAMAGES FOR  
 WRONGFUL DEATH

1. Negligence
2. Negligence Per Se – Violation of  
California Vehicle Code § 22350
3. Negligence Per Se – Violation of  
California Vehicle Code § 22504(a)

DEMAND FOR JURY TRIAL

24 COME NOW the Plaintiffs, MARGARET KEIPER and DAIL KEIPER, JR., Individually and  
 25 as the Successors-in-Interest to DAIL KEIPER, SR., Deceased, by and through their attorneys of  
 26 record, Law Offices of Martin D. Gross, and for causes of action against Defendants VICTOR  
 27 VALLEY TRANSIT AUTHORITY, a Governmental entity; DINORAH AGUILAR; TRANSDEV  
 28 SERVICES, INC., a Maryland Corporation; VEOLIA TRANSPORTATION SERVICES, INC., A

COMPLAINT FOR DAMAGES FOR WRONGFUL DEATH AND DEMAND FOR JURY TRIAL

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BY FAX

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Attorneys for Plaintiffs  
**MARGARET KEIPER and DAIL KEIPER,  
JR., Individually and as the Successors-in-  
Interest to DAIL KEIPER, SR., Deceased**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO – SAN BERNARDINO JUSTICE CENTER**

**MARGARET KEIPER and DAIL  
KEIPER, JR., Individually and as the  
Successors-in-Interest to DAIL KEIPER,  
SR., Deceased,**

**Plaintiffs,**

**v.**

**VICTOR VALLEY TRANSIT  
AUTHORITY, a Governmental entity;  
DINORAH AGUILAR; TRANSDEV  
SERVICES, INC., A Maryland  
Corporation; VEOLIA  
TRANSPORTATION SERVICES, INC., A  
Corporation; STEVEN KILTY; FBN  
TRANSPORTATION, LLC, a Wisconsin  
Limited Liability Company; MARDAN  
TRANSPORTATION LLC, a Wisconsin  
Limited Liability Company; AMSTON  
SUPPLY, INC., a Wisconsin Corporation;  
and DOES 1 through 100, inclusive,**

**Defendants.**

**Case No.:**

**COMPLAINT FOR DAMAGES FOR  
WRONGFUL DEATH**

1. Negligence
2. Negligence Per Se – Violation of  
California *Vehicle Code* § 22350
3. Negligence Per Se – Violation of  
California *Vehicle Code* § 22504(a)

**DEMAND FOR JURY TRIAL**

COME NOW the Plaintiffs, MARGARET KEIPER and DAIL KEIPER, JR., Individually and  
as the Successors-in-Interest to DAIL KEIPER, SR., Deceased, by and through their attorneys of  
record, Law Offices of Martin D. Gross, and for causes of action against Defendants VICTOR  
VALLEY TRANSIT AUTHORITY, a Governmental entity; DINORAH AGUILAR; TRANSDEV  
SERVICES, INC., a Maryland Corporation; VEOLIA TRANSPORTATION SERVICES, INC., A

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Corporation; STEVEN KILTY; FBN TRANSPORTATION, LLC, a Wisconsin Limited Liability Company; MARDAN TRANSPORTATION LLC, a Wisconsin Limited Liability Company; AMSTON SUPPLY, INC., a Wisconsin Corporation, and DOES 1 through 100, inclusive, and each of them, alleges as follows:

### **NATURE OF THE ACTION**

1. At approximately 5:30 a.m. on Monday June 2, 2014 Dail Keiper, Sr. was a fare-paying passenger on a transit bus traveling in a northbound direction on the Ft. Irwin Truck By-Pass Road adjacent to Fort Irwin Road near its intersection with Paradise View Road (near Painted Rocks) just outside the Ft. Irwin National Training Center in Fort Irwin, California. Prior thereto, a Tractor-Trailer combination that had also been traveling in the same direction had stopped in the roadway at that location.

2. At said time and place the bus struck and rear-ended the stopped Tractor-Trailer combination causing fatal injuries to Plaintiffs' Decedent, Dail Keiper, Sr. By this action, Mr. Keiper's widow, Margaret Keiper, and son, Dail Keiper, Jr., seek to recover damages for the injuries to and subsequent wrongful death of their beloved husband and father.

### **THE PARTIES**

3. At all times relevant to this action, Plaintiff Margaret Keiper and Dail Keiper, Sr. [hereinafter alternatively referred to as "Dail Keiper, Sr." and/or as "Plaintiff's Decedent"] were lawfully married, held themselves out to the public as husband and wife and resided in the City of Barstow, County of San Bernardino, State of California.

4. At all times relevant to this action Plaintiff Dail Keiper, Jr. was the natural child of Plaintiff Margaret Keiper and Dail Keiper, Sr. and he resided in the City of Barstow, County of San Bernardino, State of California.

5. The Plaintiffs are informed and believe and, based upon such information and belief, allege that at all times relevant to this action Defendant Victor Valley Transit District [hereinafter referred to as "VICTOR VALLEY"] was a public entity with its headquarters located at 17150

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1 Smoketree Street, Hesperia, CA 92345. The Plaintiffs are informed and believe and, based upon such  
 2 information and belief, allege that at all times relevant to this action Defendant VICTOR VALLEY was  
 3 operating transit buses including, but not limited to the transit bus involved in the accident out of which  
 4 this action arises, as a Common Carrier in the County of San Bernardino, State of California and was  
 5 and presently is doing business in the County of San Bernardino, State of California.

6 6. The Plaintiffs are informed and believe and, based upon such information and belief,  
 7 allege that at all times relevant to this action Defendant Dinorah Aguilar [hereinafter referred to as  
 8 “AGUILAR”] was a resident of the County of San Bernardino, State of California.

9 7. The Plaintiffs are informed and believe and, based upon such information and belief,  
 10 allege that at all times relevant to this action Defendant Veolia Transportation Services, Inc., A  
 11 Corporation [hereinafter referred to as “VEOLIA”] was a Corporation with its headquarters located at  
 12 720 E. Butterfield Road, Suite 300, Lombard, IL . The Plaintiffs are informed and believe and, based  
 13 upon such information and belief, allege that at all times relevant to this action Defendant VEOLIA  
 14 was, and is, registered with the California Secretary of State’s office and was, and is, doing business in  
 15 the County of San Bernardino, State of California.

16 8. The Plaintiffs are informed and believe and, based upon such information and belief,  
 17 allege that at all times relevant to this action Defendant Transdev Services, Inc., a Maryland  
 18 Corporation [hereinafter referred to as “TRANSDEV”] was a Maryland Corporation with its  
 19 headquarters located at 720 E. Butterfield Road, Suite 300, Lombard, IL . The Plaintiffs are informed  
 20 and believe and, based upon such information and belief, allege that at all times relevant to this action  
 21 Defendant TRANSDEV was, and is, registered with the California Secretary of State’s office and was,  
 22 and is, doing business in the County of San Bernardino, State of California. The Plaintiffs are informed  
 23 and believe and, based upon such information and belief, allege that TRANSDEV successor-in-interest  
 24 to VEOLIA TRANSPORTATION SERVICES, INC., A Corporation.

25 9. The Plaintiffs are informed and believe and, based upon such information and belief,  
 26 allege that at all times relevant to this action Defendant Steven Kilty [hereinafter referred to as  
 27 “KILTY”] was a resident of the State of Wisconsin. The Plaintiffs are informed and believe and, based  
 28 upon such information and belief allege that at all times relevant to this action Defendant KILTY was,

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1 and is, doing business in the County of San Bernardino, State of California.

2 10. The Plaintiffs are informed and believe and, based upon such information and belief,  
 3 allege that at all times relevant to this action Defendant FBN Transportation, LLC, a Wisconsin Limited  
 4 Liability Company [hereinafter referred to as "FBN TRANSPORTATION"] was, and is, a Wisconsin  
 5 Limited Liability Company with its headquarters located at 317 Washington Street, Athens, Wisconsin.  
 6 The Plaintiffs are informed and believe and, based upon such information and belief, allege that at all  
 7 times relevant to this action Defendant FBN TRANSPORTATION was, and is, registered with the  
 8 California Secretary of State's office and was, and is, doing business in the County of San Bernardino,  
 9 State of California.

10 11. The Plaintiffs are informed and believe and, based upon such information and belief,  
 11 allege that at all times relevant to this action Defendant Mardan Transportation LLC, a Wisconsin  
 12 Limited Liability Company [hereinafter referred to as "MARDAN"] was a Wisconsin Limited Liability  
 13 Company with its headquarters located at 513 Allen Street, Athens Wisconsin. The Plaintiffs are  
 14 informed and believe and, based upon such information and belief, allege that at all times relevant to  
 15 this action Defendant MARDAN was, and is, registered with the California Secretary of State's office  
 16 and was, and is, doing business in the County of San Bernardino, State of California.

17 12. The Plaintiffs are informed and believe and, based upon such information and belief,  
 18 allege that at all times relevant to this action Defendant Amston Supply, Inc. [hereinafter referred to as  
 19 "AMSTON"] was a Wisconsin Corporation with its headquarters located at 1521 Waukesha Road,  
 20 Caledonia, Wisconsin. The Plaintiffs are informed and believe and, based upon such information and  
 21 belief, allege that at all times relevant to this action Defendant AMSTON was, and is, registered with  
 22 the California Secretary of State's office and was, and is, doing business in the County of San  
 23 Bernardino, State of California.

24 13. The true names or capacities, whether individual, corporate, associate, or otherwise of  
 25 Defendant DOES 1 through 100, inclusive, and each of them, are unknown to Plaintiffs who, therefore,  
 26 sue said Defendants by such fictitious names. Plaintiffs are informed and believes and, based upon such  
 27 information and belief, allege that each of said Defendants designated herein as a DOE is responsible, in  
 28 some manner, for the events and happenings herein referred to, and caused injury and damages thereby

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to the Plaintiffs as herein alleged.

14. At all times relevant to this action Defendants VICTOR VALLEY, AGUILAR, TRANSDEV, VEOLIA and DOES 1 through 10, inclusive, and each of them, were the agents, servants, employees and joint venturers of each other and at all times herein mentioned each and all were acting within the course, scope and purpose of their respective agency, service, employment and joint venture relationships.

15. At all times relevant to this action Defendants KILTY, FBN TRANSPORTATION, MARDAN, AMSTON and DOES 51 through 65, inclusive, and each of them, were the agents, servants, employees and joint venturers of each other and at all times herein mentioned each and all were acting within the course, scope and purpose of their respective agency, service, employment and joint venture relationships.

#### **GENERAL ALLEGATIONS**

16. The Plaintiffs are informed and believe and, based upon such information and belief, allege that at all times relevant to this action Defendant VICTOR VALLEY and DOES 1 through 5, inclusive, and each of them, were and are the owners of, or had a certain ownership interest in, a transit bus bearing California license plate no. 1358342 [hereinafter referred to as the "BUS"] which was being used as a Common Carrier and providing transportation to fare-paying passengers on June 2, 2014, including Plaintiffs' Decedent, Dail Keiper, Sr.

17. The Plaintiffs are informed and believe and, based upon such information and belief, allege that at all times relevant to this action Defendant VICTOR VALLEY had entered into a contract with Defendants TRANSDEV, VEOLIA and DOES 6 through 10, inclusive, and each of them, under which TRANSDEV and VEOLIA would provide its employee drivers to operate Defendant VICTOR VALLEY's transit buses including, but not limited to, the BUS.

18. The Plaintiffs are informed and believe and, based upon such information and belief, allege that Defendant AGUILAR was employed by Defendants TRANSDEV, VEOLIA and DOES 6 through 10, inclusive, and each of them, and was a Special Employee of Defendants VICTOR VALLEY and DOES 1 through 5, inclusive, and each of them, and was operating the BUS with the permission and consent of Defendants VICTOR VALLEY, TRANSDEV, VEOLIA and DOES 1



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through 10, inclusive, and each of them, at the time of the accident out of which this action arises. The Plaintiffs are informed and believe and, based upon such information and belief, allege that Defendants AGUILAR, VICTOR VALLEY, TRANSDEV, VEOLIA and DOES 1 through 10, inclusive, and each of them, are directly and/or vicariously, and/or for other reasons set forth herein, liable for the actions, omissions and negligence of AGUILAR as alleged in this Complaint.

19. The Plaintiffs are informed and believe and, based upon such information and belief, allege that at all times relevant to this action Defendants MARDAN and DOES 51 through 55, inclusive, and each of them, were and are the owners of, or had an ownership interest in, a 2006 Volvo Tractor bearing Wisconsin license plate no. 53549W [hereinafter referred to as the "TRACTOR"].

20. Plaintiffs are informed and believe and, based upon such information and belief, allege that at all times relevant to this action Defendants AMSTON and DOES 56 through 60, inclusive and each of them, were the owners of, or had an ownership interest in, a 2014 MNAC Trailer bearing Wisconsin license plate 674498 [hereinafter referred to as the "TRAILER"] loaded with an 11-ton HMMT tank.

21. The Plaintiffs are informed and believe and, based upon such information and belief, allege that at all times relevant to this action Defendant FBN TRANSPORTATION had entered into one or more contracts with Defendants MARDEN, AMSTON and DOES 51 through 60, inclusive, and each of them, under which FBN TRANSPORTATION would provide its employee drivers to operate the TRACTOR and TRAILER [hereinafter referred to as the "TRACTOR-TRAILER COMBINATION"].

22. The Plaintiffs are informed and believe and, based upon such information and belief, allege that Defendant KILTY was employed by Defendants FBN TRANSPORTATION and DOES 61 through 65, inclusive, and each of them, and was operating the TRACTOR-TRAILER COMBINATION with the permission and consent of Defendants FBN TRANSPORTATION, MARDEN, AMSTON and DOES 51 through 65, inclusive, and each of them, at the time of the accident out of which this action arises. The Plaintiffs are informed and believe and, based upon such information and belief, allege that Defendants FBN TRANSPORTATION, MARDEN, AMSTON and DOES 51 through 65, inclusive, and each of them, are directly and/or vicariously, and/or for other

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1 reasons set forth herein, liable for the actions, omissions and negligence of KILTY as alleged in this  
2 Complaint.

3       23. The Plaintiffs is informed and believes and, upon such information and belief, alleges  
4 that Defendants DOES 11 through 20, inclusive, are persons and/or entities who, at all relevant times,  
5 performed maintenance, repair, inspection, troubleshooting, and other services on and to the  
6 TRACTOR, including its component parts, prior to the date of the incident out of which this action  
7 arises and whose respective services were performed in a negligent or otherwise actionably improper  
8 manner such that they directly and/or proximately caused or contributed to the incident out of which  
9 this action arises and the resulting death of the Plaintiffs' Decedent.

10       24. The Plaintiffs are informed and believe and, upon such information and belief, allege  
11 that Defendants DOES 21 through 30, inclusive, and each of them, are unknown persons and/or entities  
12 who designed, manufactured, tested, sold, or otherwise supplied component parts and who are strictly  
13 liable for failure of the component parts of the TRACTOR and/or who were negligent in their design,  
14 manufacture, testing, inspecting, selling, supplying, and/or otherwise integrating and/or failing to warn  
15 of dangers of the component parts of the TRACTOR and/or who are liable for a breach of express and  
16 implied warranties of the TRACTOR's component parts that directly and/or proximately contributed to  
17 the incident out of which this action arises and the resulting death of the Plaintiffs' Decedent.

18       25. The Plaintiffs is informed and believes and, upon such information and belief, alleges  
19 that Defendants DOES 66 through 75, inclusive, are persons and/or entities who, at all relevant times,  
20 performed maintenance, repair, inspection, troubleshooting, and other services on and to the TRAILER,  
21 including its component parts, prior to the date of the incident out of which this action arises and whose  
22 respective services were performed in a negligent or otherwise actionably improper manner such that  
23 they directly and/or proximately caused or contributed to the incident out of which this action arises and  
24 the resulting death of the Plaintiffs' Decedent.

25       26. The Plaintiffs are informed and believe and, upon such information and belief, allege  
26 that Defendants DOES 76 through 85, inclusive, and each of them, are unknown persons and/or entities  
27 who designed, manufactured, tested, sold, or otherwise supplied component parts and who are strictly  
28 liable for failure of the component parts of the TRAILER and/or who were negligent in their design,



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1 manufacture, testing, inspecting, selling, supplying, and/or otherwise integrating and/or failing to warn  
2 of dangers of the component parts of the TRAILER and/or who are liable for a breach of express and  
3 implied warranties of the TRAILER's component parts that directly and/or proximately contributed to  
4 the incident out of which this action arises and the resulting death of the Plaintiffs' Decedent.

5 27. The Plaintiffs are informed and believe and, based upon such information and belief,  
6 allege that at the approximate hour of 5:00 a.m. on June 2, 2014 Defendant KILTY, was in the course  
7 and scope of his agency, service and employment by Defendants FBN TRANSPORTATION and  
8 DOES 61 through 65, inclusive, and each of them, and was operating the TRACTOR-TRAILER  
9 COMBINATION with the permission and consent of its owners Defendants FBN  
10 TRANSPORTATION, MARDEN, AMSTON and DOES 51 through 65, inclusive, and each of them.  
11 At said time and place Defendant KILTY brought the TRACTOR-TRAILER COMBINATION to a full  
12 and complete stop in a travel lane of the Ft. Irwin Truck By-Pass Road adjacent to Fort Irwin Road and  
13 Paradise View Road near Painted Rocks just outside the Ft. Irwin National Training Center in Fort  
14 Irwin, California.

15 28. The Plaintiffs are informed and believe and, based upon such information and belief,  
16 allege that at the approximate hour of 5:00 a.m. on June 2, 2014 Defendant AGUILAR, was in the  
17 course and scope of her agency, service and employment by Defendants TRANSDEV, VEOLIA and  
18 DOES 6 through 10, inclusive, and each of them, and was operating the BUS as a Common Carrier with  
19 the permission and consent of its owners Defendants VICTOR VALLEY, TRANSDEV, VEOLIA and  
20 DOES 1 through 10, inclusive, and each of them. At said time and place Dail Keiper, Sr. was a fare-  
21 paying passenger on the BUS which was traveling in a northbound direction on the Ft. Irwin Truck By-  
22 Pass Road adjacent to Fort Irwin Road and Paradise View Road near Painted Rocks just outside the Ft.  
23 Irwin National Training Center in Fort Irwin, California.

24 29. At said time and place the BUS struck the stopped TRACTOR-TRAILER  
25 COMBINATION. As a direct and proximate result of that impact Dail Keiper, Sr. to sustain blunt force  
26 traumatic injuries to his body including, but not limited to fractures of the skull, both clavicles, multiple  
27 right and left ribs, right tibia, right fibula, sternum, mandibular alveolar ridge, left side mandible and  
28 right second metacarpal as well as lacerations of the right chest wall, right lung, ascending aorta, liver

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1 and tongue, avulsion of the right lung as well as other undiagnosed injuries, all of which caused and  
2 contributed to his demise.

3 30. Plaintiffs complied with the California *Government Code*'s claim filing requirements by  
4 timely serving their respective Claims for Money or Damages Against VICTOR VALLEY on July 24,  
5 2014. Under cover of correspondence dated September 23, 2014 the Public Entity Risk Management  
6 Authority rejected those claims. At all times relevant hereto, California *Government Code* § 815.2(a)  
7 was in effect. That section states:

8 **§ 815.2(a). Causes of injuries for which public entity liable.**

9 (a) A public entity is liable for injury proximately caused by an act or omission of an  
10 employee of the public entity within the scope of his employment if the act or omission  
11 would, apart from this section, have given rise to a cause of action against that employee  
12 or his personal representative.

13 Plaintiffs bring this action as against Defendant VICTOR VALLEY pursuant thereto.

14 31. The Plaintiff allege that they are entitled to prejudgment interest pursuant to California  
15 law including, but not limited to, California *Civil Code* § 3288 from the date of the incident on June 2,  
16 2014, up to and including the date of judgment, according to proof.

17 **FIRST CAUSE OF ACTION FOR NEGLIGENCE**

18 [As Against Defendants VICTOR VALLEY TRANSIT AUTHORITY, a Governmental  
19 entity; DINORAH AGUILAR; TRANSDEV SERVICES, INC., A Maryland Corporation;  
20 VEOLIA TRANSPORTATION SERVICES, INC., A Corporation; STEVEN KILTY;  
21 FBN TRANSPORTATION, LLC, a Wisconsin Limited Liability Company; MARDAN  
22 TRANSPORTATION LLC, a Wisconsin Limited Liability Company; AMSTON SUPPLY,  
23 INC., a Wisconsin Corporation; and DOES 1 through 100, inclusive]

24 32. The Plaintiffs re-allege and incorporate herein by reference each and every allegation  
25 set forth in the Nature of the Action, Paragraphs 1 through 2, inclusive, Parties, Paragraphs 3 through  
26 15, inclusive, and General Allegations, Paragraphs 16 through 31, inclusive, and each of them as though  
27 fully set forth at this point.

28 33. Defendants VICTOR VALLEY TRANSIT AUTHORITY, a Governmental entity;  
DINORAH AGUILAR; TRANSDEV SERVICES, INC., A Maryland Corporation, VEOLIA  
TRANSPORTATION SERVICES, INC., A Corporation; and DOES 1 through 10, inclusive, and each

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1 of them, have, and at all times herein had, a duty to use reasonable care with respect to the ownership,  
2 inspection, operation and maintenance of the BUS and its component parts.

3 34. Defendants KILTY, FBN TRANSPORTATION and DOES 51 through 65, inclusive,  
4 and each of them, have, and at all times herein had, a duty to use reasonable care with respect to the  
5 ownership, inspection, operation and maintenance of the TRACTOR-TRAILER COMBINATION and  
6 its component parts.

7 35. Defendants MARDAN and DOES 51 through 55, inclusive, and each of them, have, and  
8 at all times herein had, a duty to use reasonable care with respect to the ownership, inspection, operation  
9 and maintenance of the TRACTOR and its component parts.

10 36. Defendants Defendant AMSTON and DOES 56 through 60, inclusive and each of them,  
11 have, and at all times herein had, a duty to use reasonable care with respect to the ownership,  
12 inspection, operation and maintenance of the TRAILER and its component parts.

13 37. On June 2, 2014, as a direct and proximate result of the negligence and carelessness of  
14 Defendants VICTOR VALLEY TRANSIT AUTHORITY, a Governmental entity; DINORAH  
15 AGUILAR; TRANSDEV SERVICES, INC., A Maryland Corporation; VEOLIA TRANSPORTATION  
16 SERVICES, INC., A Corporation; STEVEN KILTY; FBN TRANSPORTATION, LLC, a Wisconsin  
17 Limited Liability Company; MARDAN TRANSPORTATION LLC, a Wisconsin Limited Liability  
18 Company; AMSTON SUPPLY, INC., a Wisconsin Corporation; and DOES 1 through 100, inclusive,  
19 and each of them, and the consequent injuries and damages to, and death of, their Decedent, Dail  
20 Keiper, Sr., the Plaintiffs have suffered the loss of love, companionship, comfort, care, assistance,  
21 protection, affection, society, moral support, training and guidance of their Decedent, all to their general  
22 and non-economic damages in an amount which is in excess of this Court's minimum jurisdictional  
23 amount and which will be stated according to proof at the time of trial, pursuant to California *Code of*  
24 *Civil Procedure* § 425.10.

25 38. As a further, direct and proximate result of the negligence and carelessness of  
26 Defendants VICTOR VALLEY TRANSIT AUTHORITY, a Governmental entity; DINORAH  
27 AGUILAR; TRANSDEV SERVICES, INC., A Maryland Corporation; VEOLIA TRANSPORTATION  
28 SERVICES, INC., A Corporation; STEVEN KILTY; FBN TRANSPORTATION, LLC, a Wisconsin

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1 Limited Liability Company; MARDAN TRANSPORTATION LLC, a Wisconsin Limited Liability  
 2 Company; AMSTON SUPPLY, INC., a Wisconsin Corporation; and DOES 1 through 100, inclusive,  
 3 and each of them, and the consequent injuries and damages to, and death of, their Decedent, the  
 4 Plaintiffs have lost the earnings, financial support, gifts, benefits and household services that their  
 5 Decedent had previously and would have continued to provide to them had the incident of June 2, 2014,  
 6 not occurred, all to their special and economic damages in an amount which will be stated according to  
 7 proof at the time of trial, pursuant to California *Code of Civil Procedure* § 425.10.

8 39. As a further, direct and proximate result of the negligence and carelessness of  
 9 Defendants VICTOR VALLEY TRANSIT AUTHORITY, a Governmental entity; DINORAH  
 10 AGUILAR; TRANSDEV SERVICES, INC., A Maryland Corporation; VEOLIA TRANSPORTATION  
 11 SERVICES, INC., A Corporation; STEVEN KILTY; FBN TRANSPORTATION, LLC, a Wisconsin  
 12 Limited Liability Company; MARDAN TRANSPORTATION LLC, a Wisconsin Limited Liability  
 13 Company; AMSTON SUPPLY, INC., a Wisconsin Corporation; and DOES 1 through 100, inclusive,  
 14 and each of them, and the consequent injuries and damages to, and death of, their Decedent, the  
 15 Plaintiffs have incurred funeral, mortuary and burial expenses in an amount which will be stated  
 16 according to proof at the time of trial, pursuant to California *Code of Civil Procedure* § 425.10.

17 40. The Plaintiffs are informed and believe and, based upon such information and belief,  
 18 allege that prior to June 2, 2014 Defendant AGUILAR was not a careful, safe and prudent driver who  
 19 did not follow or obey the California *Vehicle Code* or the *Vehicle Codes* of other states and who, in the  
 20 course of her operation of vehicles in the course and scope of her agency, servitude, employment and/or  
 21 joint venture relationship with Defendants VICTOR VALLEY TRANSIT AUTHORITY, a  
 22 Governmental entity; DINORAH AGUILAR; TRANSDEV SERVICES, INC., A Maryland  
 23 Corporation; VEOLIA TRANSPORTATION SERVICES, INC., A Corporation and DOES 1 through  
 24 10, inclusive, and each of them, as well as in the operation of her personal vehicles, had caused prior  
 25 accidents and injuries to others.

26 41. The Plaintiffs are informed and believe and, based upon such information and belief,  
 27 allege that prior to June 2, 2014 Defendant KILTY was not a careful, safe and prudent driver who did  
 28 not follow or obey the California *Vehicle Code* or the *Vehicle Codes* of other states and who, in the

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1 course of his operation of vehicles in the course and scope of his agency, servitude, employment and/or  
 2 joint venture relationship with Defendant FBN TRANSPORTATION and DOES 61 through 65,  
 3 inclusive, and each of them, as well as in the operation of his personal vehicles, had caused prior  
 4 accidents and injuries to others.

5 42. Prior to and at the time that the BUS struck and rear-ended the TRACTOR-TRAILER  
 6 COMBINATION on June 2, 2014 Defendants TRANSDEV SERVICES, INC., A Maryland  
 7 Corporation and VEOLIA TRANSPORTATION SERVICES, INC., A Corporation; and each of them,  
 8 had constructive notice and actual knowledge that their continued agency, servitude, employment  
 9 and/or joint venture relationship with Defendant AGUILAR and her continued permissive operation of  
 10 their vehicles including, but not limited to, the BUS would endanger the safety and well-being of  
 11 members of the general public including, but not limited to, Dail Keiper, Sr. Notwithstanding such  
 12 notice and knowledge, and with conscious disregard for the safety of others, Defendants TRANSDEV  
 13 SERVICES, INC., A Maryland Corporation and VEOLIA TRANSPORTATION SERVICES, INC., A  
 14 Corporation, and each of them, ordered, directed, required, permitted and allowed Defendant  
 15 AGUILAR to permissibly operate the BUS on public roads and highways thereby exposing members of  
 16 the general public including, but not limited to, Dail Keiper, Sr., to great danger and the risk of injury  
 17 from Defendant AGUILAR's continued permissive use and operation of the BUS. In doing the  
 18 foregoing acts, and by ordering, directing, requiring, permitting and allowing Defendant AGUILAR to  
 19 permissively use and operate the BUS, Defendants TRANSDEV SERVICES, INC., A Maryland  
 20 Corporation and VEOLIA TRANSPORTATION SERVICES, INC., A Corporation, and each of them,  
 21 acted with malice as defined by California *Civil Code* § 3288, with willful and wanton negligence and  
 22 in conscious disregard of the safety and well-being of others including, but not limited to, Dail Keiper,  
 23 Sr.. Such conduct qualifies as despicable conduct as that term is defined in California *Civil Code* §  
 24 3294, warranting the imposition of punitive or exemplary damages against Defendants TRANSDEV  
 25 SERVICES, INC., A Maryland Corporation and VEOLIA TRANSPORTATION SERVICES, INC., A  
 26 Corporation, and each of them, in order to set an example of them, and to dissuade them from future  
 27 reckless and illegal conduct, in amounts according to proof at trial.

28 43. Prior to and at the time that the BUS struck and rear-ended the TRACTOR-TRAILER

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COMBINATION on June 2, 2014 Defendant FBN TRANSPORTATION had constructive notice and actual knowledge that its continued agency, servitude, employment and/or joint venture relationship with Defendant KILTY and his continued permissive operation of their vehicles including, but not limited to, the TRACTOR-TRAILER COMBINATION would endanger the safety and well-being of members of the general public including, but not limited to, Dail Keiper, Sr. Notwithstanding such notice and knowledge, and with conscious disregard for the safety of others, Defendant FBN TRANSPORTATION ordered, directed, required, permitted and allowed Defendant KILTY to permissibly operate the TRACTOR-TRAILER COMBINATION on public roads and highways thereby exposing members of the general public including, but not limited to, Dail Keiper, Sr., to great danger and the risk of injury from Defendant KILTY's continued permissive use and operation of the TRACTOR-TRAILER COMBINATION. In doing the foregoing acts, and by ordering, directing, requiring, permitting and allowing Defendant KILTY to permissively use and operate the TRACTOR-TRAILER COMBINATION, Defendant FBN TRANSPORTATION acted with malice as defined by California *Civil Code* § 3288, with willful and wanton negligence and in conscious disregard of the safety and well-being of others including, but not limited to, Dail Keiper, Sr.. Such conduct qualifies as despicable conduct as that term is defined in California *Civil Code* § 3294, warranting the imposition of punitive or exemplary damages against Defendant FBN TRANSPORTATION in order to set an example of them, and to dissuade them from future reckless and illegal conduct, in amounts according to proof at trial.

**SECOND CAUSE OF ACTION FOR NEGLIGENCE PER SE**  
**– Violation of California Vehicle Code § 22350**

**[As Against Defendant DINORAH AGUILAR]**

44. The Plaintiffs re-allege and incorporate herein by reference each and every allegation set forth in the Nature of the Action, Paragraphs 1 through 2, inclusive, Parties, Paragraphs 3 through 15, inclusive, and General Allegations, Paragraphs 16 through 31, inclusive, and each of them, as though fully set forth at this point.

45. The Plaintiffs are informed and believe and, based upon such information and belief,



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1 allege that prior to and at the time of the incident on or about June 2, 2014, California *Vehicle Code*  
 2 § 22350 was in effect. That Section states that:

3 **22350 - Basic Speed Law**

4 No person shall drive a vehicle upon a highway at a speed greater than is  
 5 reasonable or prudent having due regard for weather, visibility, the traffic  
 6 on, and the surface and width of, the highway, and in no event at a speed  
 7 which endangers the safety of persons or property.

8 46. Plaintiffs' Decedent, Dail Keiper, Sr., was among the class of persons that California  
 9 *Vehicle Code* § 22350 was intended to protect.

10 47. The Plaintiffs are informed and believe and, based upon such information and belief,  
 11 allege that Defendant AGUILAR violated the terms and provisions of California *Vehicle Code* § 22350  
 12 on June 2, 2014, when she operated the BUS at a speed greater than reasonable or prudent and without  
 13 due regard for weather, visibility, the traffic on, and the surface and width of, the highway and at a  
 14 speed which endangered the safety or persons and property when the BUS struck and collided with the  
 15 TRACTOR-TRAILER COMBINATION causing serious and, ultimately, fatal injuries to Dail Keiper,  
 16 Sr.

17 48. Dail Keiper, Sr. suffered blunt force traumatic injuries to his body including, but not  
 18 limited to fractures of the skull, both clavicles, multiple right and left ribs, right tibia, right fibula,  
 19 sternum, mandibular alveolar ridge, left side mandible and right second metacarpal as well as  
 20 lacerations of the right chest wall, right lung, ascending aorta, liver and tongue, avulsion of the right  
 21 lung as well as other undiagnosed injuries, and, ultimately, died as a direct and proximate result of  
 22 Defendant AGUILAR's violation of California *Vehicle Code* § 22350 and the traumatic injuries that he  
 23 sustained when the BUS struck the TRACTOR-TRAILER COMBINATION.

24 49. As a direct and proximate result of Defendant AGUILAR's violation of California  
 25 *Vehicle Code* § 22350 on June 2, 2014 and the consequent injuries and damages to, and death of, their  
 26 Decedent, Dail Keiper, Sr., the Plaintiffs have suffered the loss of love, companionship, comfort, care,  
 27 assistance, protection, affection, society, moral support, training and guidance of their Decedent, all to  
 28 their general and non-economic damages in an amount which is in excess of this Court's minimum  
 jurisdictional amount and which will be stated according to proof at the time of trial, pursuant to

1 California *Code of Civil Procedure* § 425.10.

2 50. As a direct and proximate result of Defendant AGUILAR's violation of California  
3 *Vehicle Code* § 22350 on June 2, 2014 and the consequent injuries and damages to, and death of, their  
4 Decedent, the Plaintiffs have lost the earnings, financial support, gifts, benefits and household services  
5 that their Decedent had previously and would have continued to provide to them had the incident of  
6 June 2, 2014, not occurred, all to their special and economic damages in an amount which will be stated  
7 according to proof at the time of trial, pursuant to California *Code of Civil Procedure* § 425.10.

8 51. As a direct and proximate result of Defendant AGUILAR's violation of California  
9 *Vehicle Code* § 22350 on June 2, 2014 and the consequent injuries and damages to, and death of, their  
10 Decedent, the Plaintiffs have incurred funeral, mortuary and burial expenses in an amount which will be  
11 stated according to proof at the time of trial, pursuant to California *Code of Civil Procedure* § 425.10.

12  
13 **THIRD CAUSE OF ACTION FOR NEGLIGENCE PER SE**  
14 **– Violation of California Vehicle Code § 22504(a)**

15 **[As Against Defendant STEVEN KILTY]**

16 52. The Plaintiffs re-allege and incorporate herein by reference each and every allegation set  
17 forth in the Nature of the Action, Paragraphs 1 through 2, inclusive, Parties, Paragraphs 3 through 15,  
18 inclusive, and General Allegations, Paragraphs 16 through 31, inclusive, and each of them, as though  
19 fully set forth at this point.

20 53. The Plaintiffs are informed and believe and, based upon such information and belief,  
21 alleges that prior to and at the time of the incident on or about June 2, 2014, California *Vehicle Code*  
22 § 22504 (a) was in effect. That Section states that:

23 **22504 – Unincorporated areas: Parking, stopping or leaving vehicle**  
24 **standing; Schoolbus stops**

25 (a) Upon any highway in unincorporated areas, a person shall not stop, park, or  
26 leave standing any vehicle, whether attended or unattended, upon the roadway  
27 when it is practicable to stop, park, or leave the vehicle off such portion of the  
28 highway, but in every event an unobstructed width of the highway opposite a  
standing vehicle shall be left for the free passage of other vehicles and a clear  
view of the stopped vehicle shall be available from a distance of 200 feet in  
each direction upon the highway....

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54. The Plaintiffs' Decedent, Dail Keiper, Sr., was among the class of persons that California *Vehicle Code* § 22504(a) was intended to protect.

55. The Plaintiffs are informed and believe and, based upon such information and belief, allege that Defendant KILTY violated the terms and provisions of California *Vehicle Code* § 22504 on June 2, 2014, when he caused the TRACTOR-TRAILER COMBINATION to stop and park in the number two lane of the Ft. Irwin Truck By-Pass Road adjacent to Fort Irwin Road and Paradise View Road near Painted Rocks just outside the Ft. Irwin National Training Center in Fort Irwin, California where it was subsequently struck and rear-ended by the BUS causing serious and, ultimately, fatal injuries to Dail Keiper, Sr.

56. Dail Keiper, Sr. suffered blunt force traumatic injuries to his body including, but not limited to fractures of the skull, both clavicles, multiple right and left ribs, right tibia, right fibula, sternum, mandibular alveolar ridge, left side mandible and right second metacarpal as well as lacerations of the right chest wall, right lung, ascending aorta, liver and tongue, avulsion of the right lung as well as other undiagnosed injuries, and, ultimately, died as a direct and proximate result of Defendant KILTY's violation of California *Vehicle Code* § 22504(a) and the traumatic injuries that he sustained when the BUS struck the TRACTOR-TRAILER COMBINATION.

57. As a direct and proximate result of Defendant KILTY's violation of California *Vehicle Code* § 22504(a) on June 2, 2014 and the consequent injuries and damages to, and death of, their Decedent, Dail Keiper, Sr., the Plaintiffs have suffered the loss of love, companionship, comfort, care, assistance, protection, affection, society, moral support, training and guidance of their Decedent, all to their general and non-economic damages in an amount which is in excess of this Court's minimum jurisdictional amount and which will be stated according to proof at the time of trial, pursuant to California *Code of Civil Procedure* § 425.10.

58. As a direct and proximate result of Defendant KILTY's violation of California *Vehicle Code* § 22504(a) on June 2, 2014 and the consequent injuries and damages to, and death of, their Decedent, the Plaintiffs have lost the earnings, financial support, gifts, benefits and household services that their Decedent had previously and would have continued to provide to them had the incident of June 2, 2014, not occurred, all to their special and economic damages in an amount which will be stated

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1 according to proof at the time of trial, pursuant to California *Code of Civil Procedure* § 425.10.

2 59. As a direct and proximate result of Defendant KILTY's violation of California *Vehicle*  
 3 *Code* § 22504(a) on June 2, 2014 and the consequent injuries and damages to, and death of, their  
 4 Decedent, the Plaintiffs have incurred funeral, mortuary and burial expenses in an amount which will be  
 5 stated according to proof at the time of trial, pursuant to California *Code of Civil Procedure* § 425.10.

6  
 7 **WHEREFORE**, Plaintiffs MARGARET KEIPER and DAIL KEIPER, JR., Individually and as  
 8 the Successor-in-Interest to DAIL KEIPER, SR., Deceased, pray for judgment against Defendants  
 9 VICTOR VALLEY TRANSIT AUTHORITY, a Governmental entity; DINORAH AGUILAR;  
 10 TRANSDEV SERVICES, INC., A Maryland Corporation; VEOLIA TRANSPORTATION  
 11 SERVICES, INC., A Corporation; STEVEN KILTY; FBN TRANSPORTATION, LLC, a Wisconsin  
 12 Limited Liability Company; MARDAN TRANSPORTATION LLC, a Wisconsin Limited Liability  
 13 Company; AMSTON SUPPLY, INC., a Wisconsin Corporation; and DOES 1 through 100, inclusive,  
 14 and each of them, jointly and/or severally, as follows:

- 15 1. For non-economic or general damages for the wrongful death, including the loss of love,  
 16 companionship, comfort, care, assistance, protection, affection, society, moral support,  
 17 training and guidance of Plaintiffs' Decedent, DAIL KEIPER, SR., according to proof;
- 18 2. For economic damages for the wrongful death, including the loss of love,  
 19 companionship, comfort, care, assistance, protection, affection, society, moral support,  
 20 training and guidance of Plaintiffs' Decedent, DAIL KEIPER, SR., according to proof;
- 21 3. For all past funeral, mortuary, burial, and incidental expenses for Plaintiffs' Decedent  
 22 DAIL KEIPER, SR., according to proof;
- 23 4. For punitive and exemplary damages on the First Cause of Action as against Defendants  
 24 TRANSDEV SERVICES, INC., A Maryland Corporation, VEOLIA  
 25 TRANSPORTATION SERVICES, INC., A Corporation; and FBN  
 26 TRANSPORTATION, LLC, a Wisconsin Limited Liability Company; and each of them,  
 27 only, according to proof;
- 28 5. For prejudgment interest from the date of the incident on June 2, 2014, to the date of

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Judgment, as provided by law;

6. For costs of litigation; and

7. For such other and further relief as this Court may deem just and proper.

DATED: March 3, 2015

LAW OFFICES OF MARTIN D. GROSS

By: Martin D. Gross

Martin D. Gross

Attorneys for Plaintiff

**MARGARET KEIPER and DAIL KEIPER, JR.,  
Individually and as the Successor-in-Interest to  
DAIL KEIPER, SR.**

**DEMAND FOR TRIAL BY JURY**

Plaintiffs MARGARET KEIPER and DAIL KEIPER, JR., Individually and as the Successor-in-Interest to DAIL KEIPER, SR. hereby demand a trial by jury to the full extent permitted by law.

DATED: March 3, 2015

LAW OFFICES OF MARTIN D. GROSS

By: Martin D. Gross

Martin D. Gross

Attorneys for Plaintiffs

**MARGARET KEIPER and DAIL KEIPER, JR.,  
Individually and as the Successor-in-Interest to  
DAIL KEIPER, SR.**